

Consignment Agreement

This Consignment Agreement (hereinafter referred to as the "**Agreement**") is entered into on _____ (the "**Effective Date**") by and between

_____, an individual residing at _____ (hereinafter the "**Consignor**"), and

_____, an individual residing at _____ (hereinafter the "**Consignee**"), collectively referred to as the "**Parties**" and individually the "**Party**".

WHEREAS the Consignor desires to diversify and increase the sales and distribution of specific products (the "**Consigned Items**") on consignment;

WHEREAS the Consignee wishes to sell the Consigned Items on behalf of the Consignor according to the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the obligations contained herein and other valuable considerations, the Parties have agreed as follows:

Subject of the Agreement

The Consignor agrees to deliver, and the Consignee agrees to accept for the purpose of sale, on the terms and conditions hereinafter recited in this Agreement, the following described Consigned Items:

The Consignor warrants that the Consigned Items being sold are owned by the Consignor and that there are no liens, judgments, or other encumbrances against the ownership, including all rights of sale or transfer.

Right to sell

The Consignor hereby grants the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.

Proceeds of sales

The Consignee shall have the right to display and sell the Consigned Items worldwide.

The sales prices shall be determined by the Consignee. The Parties shall agree on the minimum price at which the Consignee may sell the Consigned Items (the "**Minimum Price**").

The Parties agree that the Minimum Price is _____. If the Consignee sells the Consigned Items for less than the Minimum Price, the Consignor shall be entitled to

the same payment the Consignor would receive as its share of the sale price under this Agreement had the Consigned Items been sold for the Minimum Price.

The Consignee is entitled to a consignment fee calculated as a difference between the price at which the Consignments Items are sold and the Minimum Price (the "**Consignment Fee**").

For the purpose of this Agreement, the "**Sales Proceeds**" mean funds received from the sale of the Consigned Items.

The Consignee shall receive the Sale Proceeds due to the Consignor and, after deducting the Consignment Fee, deliver the Sale Proceeds to the Consignor within _____ days of the sale.

The Consignee shall provide a weekly report on all sales of the Consigned Items, including the dates of sales and the amounts received.

Delivery conditions

The Consignor shall deliver the Consigned Items to the Consignee, subject to the Consignee's request (quantity and address of delivery). The Consignor shall make all freight and delivery payments.

Upon the Consignor's demand, the Consignee will be responsible for returning the Consigned Items in good order and condition.

Records

The Consignee should maintain regular and accurate records on the number of the Consigned Items sold under this Agreement.

The Consignor has the right to carry out an inspection of such records. The Consignee is obliged to provide the Consignor with access to such records upon request.

Title to merchandise

The Consigned Items shall remain the property of the Consignor until sold in the regular course of business.

Loss and insurance

The Consignee shall be solely responsible for the storage, loss, or damage of the Consigned Items since they are under the Consignee's control.

The Consignee shall be solely responsible for maintaining insurance coverage on the Consigned Items sufficient to compensate for their fair market value in case of damage or loss.

The Consignee shall be responsible for the Consigned Items until completion the of sale and shipping of the Consigned Items to the buyer.

Liability and indemnification

The Consignor warrants that the Consigned Items are in good condition, free from defects, and suitable for sale. The Consignor shall be responsible for the quality of the Consigned Items if the Consigned Items are not manufactured to the quality standards of the same products. The Consignee shall not be held responsible for any defects or damages that existed before the delivery of the Consigned Items.

The Consignor shall indemnify and hold harmless the Consignee from any claims, damages, or liabilities arising out of or related to the quality, damages, and defects of the Consigned Items unless such damages and defects are a result of gross negligence or wrongful acts of the Consignee.

If a Consigned Item is found defective, the Consignee shall promptly notify the Consignor of the defect. The defect shall be described in detail, including supporting documentation or evidence.

After receiving the returned defective item, the Consignor shall replace it with a non-defective one.

The Consignor reserves the right to inspect and evaluate the defects in order to establish if the defects are not a result of the Consignee's or third party's wrongful acts or gross negligence.

Neither Party's liability for any claim, loss, or liability arising out of or connected with this Agreement shall exceed the amounts paid to the Consignor during a period of _____ immediately preceding the event giving rise to such a claim or action by either Party.

Neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or exemplary damages, including, without limitation, business interruption, loss of or unauthorized access to information, or damages for loss of profits, incurred by the other Party arising out of the services provided under this Agreement, even if such Party has been advised of the possibility of such damages.

Payroll taxes

The Consignee shall be exclusively liable for the Consignee's employment taxes and insurance, including payroll taxes, insurance premiums, wages, or other employment-related fees. The Consignor has no liability for any of these taxes and fees.

Sales tax

The sales tax shall be collected and remitted by the Consignor.

Warranties

Each Party to this Agreement hereby represents and warrants to the other Party that they have full right, power, and authority to enter into and perform this Agreement and that its execution has been duly authorized by all necessary actions.

Defaults

In case the Consignee fails to perform the obligations under the Agreement or violates the provisions of this Agreement (the "**Default**"), the Consignor has the right to provide the Consignee with an appropriate written notice (the "**Default Notice**") with a demand to cure the Default within _____ days. If the Consignee fails to meet the Consignor's requirements stated in the Default notice within a specified term, the Consignor shall be entitled to take all and any actions to protect personal interests. Specifically, the Consignor has the right to take protective and preventive measures, including but not limited to declaring all sale proceeds immediately due and payable, demanding to return the Consigned Items immediately, terminating the Agreement unilaterally without prior notice, etc.

Term and termination procedure

This Agreement shall enter into force on the Effective Date and shall be valid for _____ (the "**End Date**").

This Agreement may be terminated before the End Date.

This Agreement may be terminated unilaterally by either Party upon providing _____-day prior written notice to the other Party.

Governing law and dispute resolution

This Agreement will be governed by and construed in accordance with the laws of the State of _____, except for its conflict of laws principles.

The Parties agree on exclusive jurisdiction in the court of the State of _____.

Force majeure

A Party affected by force majeure shall not be deemed to be in breach of this Agreement or otherwise be liable to the other because of any delay in performance or the non-performance of any of the obligations under this Agreement to the extent that the delay or non-performance is due to any force majeure of which one Party has notified the other Party as agreed hereinafter. The time for the performance of that obligation shall be extended accordingly. If any force majeure occurs in relation to either Party which affects or is likely to affect the performance of any of the obligations under

this Agreement, the other Party shall be notified within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

"Force majeure" means an earthquake, flood, storm, other acts of God, war, emergency, accident, industrial strike, acts of Government, or other impediments that the affected Party proves were beyond the Party's control and that they could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided or overcome it or its consequences.

Miscellaneous

Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability. The illegality, invalidity, or unenforceability of such a provision in that jurisdiction will not affect the legality, validity, or enforceability of such a provision or any other provision of this Agreement in any other jurisdiction.

Entire agreement. This Agreement is the complete and exclusive understanding between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications, both written and oral, regarding such subject matter.

Amendments. This Agreement may only be modified, or any rights under it waived, by a written document executed by both Parties.

Binding effect. This Agreement shall be binding for the Parties and their respective permitted successors and assigns.

Details and signatures of the Parties

The Consignor

Full name: _____

Address: _____

Signature: _____

Banking details

Bank name: _____

Account number: _____

The Consignee

Full name: _____

Address: _____

Signature: _____

Banking details

Bank name: _____

Account number: _____